



FOREIGNERS' HEALTH INSURANCE TERMS AND CONDITIONS NO. 53.6

LEVEL II

This is a translation from Latvian language of Foreigners' health insurance terms and conditions No. 53.6. In case of discrepancy, the Latvian language wording shall prevail.

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1. DEFINITIONS OF TERMS USED IN THE TERMS AND CONDITIONS

1.1. **Insured Person** – a natural person, who is a foreigner (not a citizen or alien resident of the Republic of Latvia) and is not older than 80 (eighty) years at the time of conclusion of the insurance contract.

1.2. **Insured Object** – the life and physical state of the Insured Person.

1.3. **Insurance Beneficiary** – the Insured Person or the Beneficiary.

1.4. **Beneficiary** – a heir of the Insured Person who, in accordance with the procedure specified by law, is entitled to inheritance, unless the Insurance Policy specifies another Beneficiary.

1.5. **Abroad** – territories of the Republic of Latvia and other Schengen Area Member States (Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden and Switzerland), which is not the Country of Permanent Residence of the Insured Person.

1.6. **EHIC** – European Health Insurance Card, which confirms the right to receive emergency medical care in the same scope as provided to the residents of the given country.

1.7. **Accident** – a sudden and unforeseen event that has occurred Abroad during the Insurance Period, independently of the Insured Person's will, whereby injury is caused to the Insured Person's life or health as a result of an external factor unexpectedly acting on the Insured Person's body.

1.8. **Country of Permanent Residence** – a country whereof the Insured Person is a citizen or national, and/or a country, which has issued a residence permit to the Insured Person, if it is not the Republic of Latvia.

1.9. **Relative** – the Insured Person's father, mother, child, spouse, adopted children and adopters, grandparents and grandchildren, brothers, sisters, stepbrothers, stepsisters, foster parents and foster children, as well as unmarried partners in a civil union.

1.10. **Repatriation** – medically substantiated transportation of the Insured Person or his/her mortal remains to the Country of Permanent Residence, previously agreed in writing with the Insurance Company.

1.11. **Disease (illness)** – dysfunction of the body which had occurred Abroad during the Insurance Period and caused a sharp deterioration of health and which is not a continuation or consequence of the medical condition of the Insured Person before the Insurance Period.

1.12. **Certified Medical Practitioner** – a medical practitioner who has received a medical practitioner's certificate and obtained the right to practice a specific medical specialty.

1.13. **Sport** – leisure activities, the involvement in which requires a high level of physical fitness, regular exercise and/or specific equipment, as well as sports activities aimed at achieving results in an open sports competition. An open sports competition is considered participation in competitions, including preparations.

2. INSURED AMOUNT

2.1. The Insured Amount indicated in the Insurance Policy for each Insured Risk shall be the maximum amount of money that may be paid for all Insured Events related to the respective Insured Risk that have occurred during the Insurance Period. Following the payment of an Insurance Indemnity, the Insured amount for the respective Insured Risk shall be decreased by the amount of Insurance Indemnity paid.

2.2. The total Insured Amount shall be the largest amount of the Insured Amount indicated in the Insurance Policy under the Insured Risks, and it shall be the maximum aggregate amount that may be paid for all Insured Events that have occurred during the Insurance Period. Following the payment of an Insurance Indemnity, the total amount of Insured Amount shall be decreased by the amount of Insurance Indemnity paid.

3. INSURED RISKS

3.1. **Medical expenses** – expenses related to provision of emergency medical assistance and treatment of a critical, life or health threatening condition.

3.1.1. The Insurance Company shall indemnify the Insured Person's medical expenses detailed in clause 3.1.2 of these Terms and Conditions, without exceeding the Insured Amount for this Insured Risk specified in the Insurance Policy, upon the satisfaction of the following: 1) The Insured Person's health condition has acutely deteriorated as a result of a sudden Disease or Accident occurring Abroad during the Insurance Period, and 2) Medical services have been received at a medical care establishment registered with the Registry of Medical Establishments, and/or services have been provided by a Certified Medical Practitioner, and 3) These medical expenses are not compensated with the EHIC or any other insurance.

3.1.2. The Insurance Company shall indemnify the following medical expenses of the Insured Person:

3.1.2.1. outpatient and inpatient medical services;

3.1.2.2. medical examinations and manipulations prescribed by a Certified Medical Practitioner;

3.1.2.3. acute dental pain first aid up to 200 EUR (two hundred euros), if the dental pain has begun and treatment is performed during the Insurance Period; first aid here means the opening of dental abscesses, initiation of dental root treatment, temporary filling or tooth extraction.

3.1.3. The Insurance Company shall not indemnify the following medical expenses of the Insured Person:

- 3.1.3.1. enhanced services at medical establishments;
- 3.1.3.2. treatment of sexually transmitted diseases, AIDS and all diseases caused by HIV;
- 3.1.3.3. transplantation of tissues and organs;
- 3.1.3.4. medical care related to pregnancy, artificial termination thereof, delivery and postnatal care, except the cases of life-threatening conditions;
- 3.1.3.5. rehabilitation and stay at a rehabilitation centre;
- 3.1.3.6. diagnosis and treatment with unconventional methods;
- 3.1.3.7. prosthetics, prosthetic dentistry;
- 3.1.3.8. psychotherapeutic counselling;
- 3.1.3.9. plastic surgery;
- 3.1.3.10. cosmetic treatment;
- 3.1.3.11. treatment of sexopathologies;
- 3.1.3.12. treatment of infectious disease(s) caused by insect bites, or consequences thereof;
- 3.1.3.13. medical products, including medications.

3.2. Transportation expenses – expenses associated with the transportation of the Insured Person to the nearest medical establishment where he/she receives emergency medical assistance and treatment of a critical, life- or health-threatening condition.

3.2.1. The Insurance Company shall indemnify the Insured Person's transportation expenses detailed in clause 3.2.2 hereof, without exceeding the Insured Amount for this Insured Risk specified in the Insurance Policy, if the Insured Person's health condition has acutely deteriorated as a result of a sudden Disease or Accident occurring Abroad during the Insurance Period.

3.2.2. The Insurance Company shall indemnify the following Insured Person's transportation expenses:

3.2.2.1. transportation of the Insured Person to the nearest inpatient medical establishment, which provides emergency medical assistance;

3.2.2.2. reasonable travel (roundtrip) expenses that previously agreed in writing with the Insurance Company – of one Relative to visit the Insured Person if a Certified Medical Practitioner deems that the Insured Person's life is in danger.

3.3. Repatriation expenses – transportation of the Insured Person to the Country of Permanent Residence in the case of a severe Disease or death.

3.3.1. The Insurance Company shall indemnify the Insured Person's Repatriation expenses detailed in clause 3.3.2 hereof, without exceeding the Insured Amount

for this Insured Risk specified in the Insurance Policy, if the Insured Person's health condition has acutely deteriorated as a result of a sudden Disease or Accident occurring Abroad during the Insurance Period.

3.3.2. The Insurance Company shall indemnify the following expenses related to the Repatriation of the Insured Person:

3.3.2.1. medically substantiated Repatriation of the Insured Person to the Country of Permanent Residence, previously agreed in writing with the Insurance Company;

3.3.2.2. previously agreed in writing with the Insurance Company expenses of accompanying medical staff medically required for the Repatriation of the Insured Person, if such accompaniment is necessary according to a Certified Medical Practitioner's instruction;

3.3.2.3. previously agreed in writing with the Insurance Company expenses of Repatriation of the Insured Person's mortal remains to the Country of Permanent Residence including purchase or rent of a coffin necessary for the transportation of the Insured Person's mortal remains;

3.3.3. If Repatriation expenses have not been previously agreed in writing with the Insurance Company, the Insurance Indemnity for repatriation is paid, but not exceeding the amount for which the Insurance Company would be able to do this.

4. EXCLUSIONS

4.1. The Insurance Company has the right to refuse to pay the Insurance Indemnity if injury to the Insured Person's health or threat to his/her life occurred:

4.1.1. because of war, invasion or warlike operations (regardless of whether war is declared or not). This exception does not apply to the first 14 (fourteen) calendar days from the date when actions started (with the exception of a civil war), if the Insured Person has entered the respective country Abroad before the beginning of such action and did not participate in the mentioned actions;

4.1.2. as a result of lockouts, public commotion, insurgency, riots, resistance movements, revolution, military or other coup, curfew or siege, or other events resulting in siege or curfew. This exception does not apply to the first 14 (fourteen) calendar days from the date when actions started, if the Insured Person has entered the respective country Abroad before the beginning of such action and did not participate in the mentioned actions;

4.1.3. as a result of nuclear explosion, nuclear power, radiation, radioactive contamination, or ionizing radiation;

4.1.4. in connection with suicide or attempted suicide, or other intentional self-injury of the Insured Person;

4.1.5. as a result of the Insured Person's use of alcoholic, psychotropic or narcotic substances, or non-prescribed medications;

4.1.6. as a result of psychiatric reactions or impaired consciousness, regardless of the cause thereof;

4.1.7. as a result of the Insured Person participating in, committing or attempting to commit a criminal offence;

4.1.8. while the Insured Person is engaged in the Defence Forces, any military training and related exercises or, participating in peace-keeping missions or working in any jobs or positions in the execution of which the Insured person carries or uses a weapon;

4.1.9. while the Insured Person is imprisoned or lawfully detained;

4.1.10. while flying not as a passenger on any aircraft owned by a licensed air carrier and registered as a means of passenger transportation on fixed routes;

4.1.11. while the Insured Person used a light aircraft, sailplane, hang glider, or parachute as a pilot or passenger or otherwise participated in such flying;

4.1.12. while travelling not as a passenger on board of a vessel which is registered as a means of passenger transportation on fixed routes;

4.1.13. while the Insured Person was doing physical work, engaged in Sport, participated in Sport competitions, including preparations for such, except where the Insurance Company and the Policyholder have specifically agreed so and a relevant provision has been included in the Insurance Policy;

4.1.14. while the Insured Person exposed him or herself to high-risk situations and/or engaged in high-risk activities, such as flying/aero sports, alpinism, fast downhill skiing, motor sports, BMX trekking, bobsleigh, fighting sports (arts), downhill racing, extreme sports, mountain expedition, freestyle, parachute jump, kite boarding, rock (wall) climbing, ski jump, moto freestyle, motorbike racing, scuba diving, gliding, rafting, rugby, mountain biking, surfing, skateboarding, skeleton, slalom, bicycle tricks, water motor sports, riding (including as a passenger) a quad bike, personal watercraft, snowmobile;

4.1.15. while the Insured Person participated as a driver or passenger in trainings, competitions or tests involving motorized land, water or air vehicles/craft;

4.1.16. while the Insured Person drove or rode as a passenger a motorcycle with an engine capacity exceeding 74 kW and a curb weight of less than 300 kg, or a scooter;

4.2. The Insurance Company may not pay the Insurance Indemnity if the Policyholder, the Insured Person and/or the Beneficiary has not submitted to the Insurance Company all the requested documents for assessment of the occurrence of an accident or, upon request of the Insurance Company, cannot produce or, if necessary, submit to the Insurance Company the original documents of the copies submitted or sent by fax or e-mail.

5. INCREASE OF INSURED RISK

5.1. During the term of insurance contract, the Policyholder and the Insured Person shall immediately as soon as it possible, but not later than within 5 (five) calendar days from the day when the Policyholder and/or the In-

Insured Person becomes aware and is able to inform, must inform the Insurance Company in writing of any changes in the information indicated in the Insurance Application or in the Insurance Policy, including about doing physical work, engaging in Sport or participating in Sport competitions.

5.2. If the possibility of occurrence of an Insured Risk has increased and the Insurance Company is able to prove that it would not have concluded an insurance contract had it known of this increase, then the Insurance Company may terminate the insurance contract prior to the term indicated in the Insurance Policy by sending a respective notification to the Policyholder 15 (fifteen) days in advance.

5.3. If the possibility of occurrence of an Insured Risk has increased and the Policyholder or the Insured Person have not notified the Insurance Company of substantial changes in accordance with the procedure stipulated in the insurance contract, then the Insurance Company shall be relieved of its contractual obligations if an Insured Risk occurs after 31 (thirty one) days, counting from the time when the Insurance Company should have received the notification.

5.4. If the Insured Risk has increased and the Policyholder and/or the Insured Person has notified the Insurance Company of substantial changes in the initial information on the factors affecting the Insured Object or the Insured Risk, then the Insurance Company shall be entitled not to include such changes in the insurance contract or to include them at an additional premium if the Insured Risk increases.

6. POLICYHOLDER'S AND/OR INSURANCE BENEFICIARY'S OBLIGATIONS UPON ESTABLISHING POSSIBLE OCCURRENCE OF INSURED RISK

6.1. The Policyholder's and/or the Insurance Beneficiary's obligations upon establishing a possible occurrence of an Insured Risk shall be:

6.2. immediately, as soon as it becomes possible, to seek emergency medical assistance and comply with Certified Medical Practitioner orders;

6.3. immediately, as soon as it possible, to notify the Insurance Company or its authorised representative thereof and to comply with the instructions of the Insurance Company or its authorised representative;

6.4. not later than within 30 (thirty) days from the day the occurrence of a potential Insured Risk is established, to submit to the Insurance Company:

6.4.1. a written application for an Insurance Indemnity;

6.4.2. a copy of passport;

6.4.3. a copy of a residence permit;

6.4.4. a copy of the medical institution's extract from the outpatient or inpatient medical card, where a precise diagnosis is indicated;

6.4.5. copies of documents confirming the receipt of services: cash register receipt, strict accountability receipt or invoice indicating the details (name, registration number, address) of the service provider, identification data of the recipient (first name, surname, personal identification number), name of the service, scope and price thereof. If the services were paid for on the basis of an invoice - a confirmation of payment of the invoice;

6.4.6. in the event of a death - a copy of the death certificate;

6.4.7. other information and proof required by the Insurance Company that is necessary in order to ensure that an Insured Risk has occurred and to determine the losses caused by it.

6.5. If the Policyholder, the Insured Person, and/or the Beneficiary has submitted a copy of a document or has sent a document by fax or e-mail to the Insurance Company, then he/she shall be obligated to present, or, if necessary, submit the respective original document upon the Insurance Company's request.

6.6. The application for an Insurance Indemnity and other necessary documents may be submitted:

6.6.1. in person at the office of the Insurance Company, or

6.6.2. by sending them to the registered office of the Insurance Company, or

6.6.3. by sending them by fax or e-mail to the Insurance Company.

7. RIGHTS AND OBLIGATIONS OF THE INSURANCE COMPANY

7.1. Prior to deciding on whether an event that has occurred can be qualified as an Insured Event and whether to pay the Insurance Indemnity or refuse to pay the Insurance Indemnity, the Insurance Company is entitled to:

7.1.1. verify the veracity of the information submitted, the occurrence of the Insured Event, and the justification for the payment of an Insurance Indemnity by examining the Insured Person's medical documentation that is at the disposal of treatment institutions and medical personnel, and, if necessary, by requiring the Insured Person to undergo a health check by an independent certified doctor-expert;

7.1.2. to require the submission of the original receipts, strict accountability receipts, invoices and payment documents for services received.

7.2. The Insurance Company shall decide within 15 (fifteen) calendar days from the day when all the documents necessary for the evaluation of the Insurance Indemnity have been received on whether the event that has occurred can be qualified as an Insured Event and whether to pay the Insurance Indemnity or refuse to pay the Insurance Indemnity.

7.3. Should the Insurance Company decide to pay the Insurance Indemnity, it shall pay the Insurance Indem-

nity to the Insurance Beneficiary within 5 (five) business days from the day this decision has been taken.

7.4. Amount of the Insurance Indemnity is established using the principle of compensation, i.e., the amount of paid Insurance Indemnity cannot exceed verifiable losses resulting from the Insured Event.

7.5. Should the Insurance Company decide to refuse the payment of the Insurance Indemnity, it shall send the decision to the Policyholder or the Insurance Beneficiary within 3 (three) business days from the day this decision has been taken.